

CITY OF HOLLYWOOD PARK
2 MECCA DRIVE
HOLLYWOOD PARK, TEXAS 78232



TOWN OF HOLLYWOOD PARK
REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER AT RISK

The Town of Hollywood Park is seeking proposals for services of a qualified firm to provide construction manager at risk services related to the construction of a new/renovated Voigt Center which includes a remodeled/expanded pool building, swimming pool, reconstructed community center, re-surfaced tennis courts and associated recreation equipment.

Sealed proposals will be received by the City Secretary at City Hall, 2 Mecca Drive, until 4:00pm Central Standard Time, on November 30, 2015 which will then be publicly opened and read at 7:00pm in the city Council Chamber.

Request for Proposals packets may be obtained at City Hall or on the City's website. Questions may be directed to City Secretary, Janice Alamia.

TOWN OF HOLLYWOOD PARK



REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGER AT RISK

SUBMITTAL DEADLINE
11-30-2015
4:00pm

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I. SCOPE OF SERVICES

The Town of Hollywood Park ("City") seeks Proposals from Respondents interested in providing the services as described in this RFP. The City is preparing to remodel/reconstruct the pool, pool buildings, community center and associated recreational amenities at its current location on El Portal in Hollywood Park, Texas and is interested in hiring a Construction Manager at Risk to assist the City with construction management services.

DHR & Associates is the lead design architect on the project. The City and DHR are working on Design Development plans. As we progress into the Design Development Phase of the project, we are seeking a Construction Manager at Risk to provide assistance with pre-construction services such as detailed conceptual estimating, project estimating, value engineering, cost estimating, constructability reviews, life-system cycle analysis, scheduling and reviews of proposed construction methods.

The Scope of Services includes, but is not limited to, total construction management, along with leadership to ensure successful completion of major capital projects including general coordination, constructability program, scheduling, budget and cost consultation, coordination of design and construction contract documents, construction planning, management (and administration) services, including the necessary labor, materials and equipment needed to provide on-site construction management during the construction of the facilities and bid package strategy, obtaining bids/proposals for the work, providing a guaranteed maximum price proposal, and construction phase services.

II. SCHEDULE

Submittals received in response to this RFP will be evaluated and a selection made in approximately 30 days.

This RFP is a "one-step" process for selecting a General Contractor for the Project. The City is soliciting RFP's from qualified firms. The "most" qualified offerors may be requested to attend an interview with the City selection committee to answer additional questions.

**III.SCOPE OF
WORK**

The construction management services are to be performed on the following Scope of Work.

Demolition/remodeling of the existing facilities and construction which includes the following:

Pool – Demo structure, add two additional lanes, new baby pool, add pool pavilions with rest rooms, add splash pad, resurface tennis courts, rebuild Voigt Center with new kitchen and enlarged restrooms, new site lighting, multi-age playgrounds, multi-sport court, and sand volleyball court.

Estimated Construction Cost: \$ 3,950,000.00

Anticipated Design Schedule:

Initial Program/Space Analysis	Complete
Schematic Design	Complete
Design Development	10/12/2015
TCEQ Submission [120 day duration]	12/01/2015 [amended 11/12/15]
Construction Documents	03/01/2016 [amended 11/12/15]
Anticipated Project Completion	04/01/2016 [amended 11/12/15]

A clear understanding and description of company leadership, project manager, cost estimator, and project superintendent that will be working on the project is required in the response.

IV. SUBMITTAL REQUIREMENTS

Respondent's submittal shall include the following items in the following sequence:

- A . RFP Cover Sheet (Form #1) – Respondent shall complete and sign this form. Respondent must complete and include the RFP Cover Sheet with submittal. The RFP Cover Sheet must be signed by a person, or persons, authorized to bind the entity, or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint Ventures require signatures from all firms participating in the Joint Venture. Joint Ventures are required to provide legal proof of the Joint venture such as a Joint Venture Agreement as an attachment to their submittal.
- B. Submittal Checklist (Form #2) - Respondent shall complete this form, which is to be used as the Table of Contents for its submittal.
- C. Respondent's Qualification Statement (Form #3)
- D. Conflict of Interest Questionnaire (Form #5)
- E. Proposal Form (Form #6)
 - Overhead/General Conditions (Percentage (%) of construction cost, a list of Items Included In this amount, such as but not limited to: Field Administration and Supervision, Field Engineering, Temporary Facilities and Services, Clean-up, Weather protection, Utilities, and Safety)
- F. General Condition Detail (Form #7)
- G. Outline the Project Team and Individual Qualifications and Resumes
 - Principal in Charge
 - Project Manager
 - Project Superintendent
 - Project Scheduler
 - Project Cost Estimator
- H. Outline Proposed Self-Performed Work for this project
- I. Preliminary list of anticipated subcontractors to bid the project
- J. Examples of Previous Work
 - List previous projects of similar size and scope and submit references for these projects.
- K. Outline of Pre-Construction Estimating
 - Approach
 - Experience

- Cost Control

L. Letters of Reference (Optional) –Respondent may provide letters of reference.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE REFERENCED DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. SUBMITTAL INSTRUCTIONS

Respondent, shall provide one (1) electronic copy and eight (8) hardcopies of their submittal; one (1) clearly marked "Original" and signed in blue ink and seven (7) duplicates. All copies must be submitted in a sealed package, clearly marked on the front of the package "CONSTRUCTION MANAGER AT RISK." All submittals must be received by the City Secretary no later than 11-30-2015 at the address below:

Town of Hollywood Park
Attn: Councilman Neugebauer
c/o City Secretary
2 Mecca Drive
Hollywood Park, TX 78232

Any submittal received after this time shall not be considered. Submittals sent by facsimile or email will not be accepted.

- A. Submittal Format: Each submittal shall be typewritten and submitted on 8 1/2 x 11" white paper. Font size shall be no less than 12-point type. Double-sided pages are encouraged. Each page shall be numbered. Electronic files shall not be included as part of the submittal; compact disks and/or computer disks submitted as part of the submittal shall not be considered. Each submittal must include the sections and attachments included herein as part of this RFP, in the sequence listed in the Submission Requirements Section, and each section and attachment must be indexed with divider tabs and included in the Table of Contents page (Form #2 In RFP). Failure to meet the above conditions may result in disqualification.
- B. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly Identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include their 9-digit

Internal Revenue Service Taxpayer number. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in its submittal, the Mayor shall have the discretion at any point in the contracting process, to suspend consideration of the submittal.

- C. All provisions in Respondent's submittal shall remain valid for ninety (90) days following the deadline date for submissions or, if a submittal is accepted, throughout the entire term of the contract.
- D. All submittals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that It will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. If Respondent elects to contest a public information request addressed to the City, Respondent shall pay City's cost of contest.
- E. Any cost or expense incurred by the Respondent that is associated with the preparation or the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VII. COMMUNICATION GUIDELINES

Once the RFP has been released, Respondents are prohibited from communicating with City staff and elected officials regarding the RFP, with the following exceptions:

- A. Respondents are prohibited from communicating with elected City officials regarding the RFP or Submittals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Respondents' Submittals. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:
 - 1. Respondents may submit questions electronically to jalamia@hollywoodpark-tx.gov concerning this RFP before 4:00pm on 11-16-2015. Questions received after the stated deadline may not be answered. Received questions and responses will be posted to the City's website at www.hollywoodpark-tx.gov by 4:00pm, on 11-20-2015.
 - 2. Respondents may provide responses to questions asked of them by the City staff or officials after responses are received and opened and during any subsequent interviews. Respondents may also be contacted regarding interviews including, but not limited to, dates and times and interview format.

- B. City reserves the right to contact any Respondent to clarify proposals and/or negotiate if such is deemed desirable by City.

VIII. AMENDMENTS TO RFP

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee or City Council may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee or City Council. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. Final approval of a selected Respondent is subject to the action of the Town of Hollywood Park City Council.

Evaluation

Criteria:	Qualifications & Relative Experience (25%)
	Team Composition (10%)
	Previous Project Performance (25%)
	Fee Schedule (40%)

X. AWARD OF CONTRACT & RESERVATION OF RIGHTS

- A. The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) offers the best value for the City, as determined by the selection committee, upon approval of the City Council.

- B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- D. City intends to require the selected Respondent(s) to execute a contract with the City. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in the Contract. Contract documents are not binding on City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E. This RFP does not commit City to enter Into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- F. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- G. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- H. The contract between the City and the selected Respondent may be an AIA construction contract with extensive modifications required by City. There shall be no arbitration clause. The contract will provide that it may be terminated by City with or without cause.



TOWN OF HOLLYWOOD PARK
2 MECCA DRIVE
HOLLYWOOD PARK, TEXAS 78232

FORM 1
SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:		Request For Proposal Title Construction Manager at Risk
DATE OF TIME OF CLOSING:		DEPARTMENT: CITY SECRETARY
SUBMIT TO:	Town of Hollywood Park 2 Mecca Drive Hollywood Park, TX 78232	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, Information contained in this submittal reflects accurately data regarding my organization/firm and the work to be performed. By signing this cover sheet, the undersigned agrees that, If awarded a contract In response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent In Respondent's Submittal and during the Solicitation process.	
The undersigned certifies that he/she is authorized to bind the organization. All provisions In Respondent's submittal shall remain valid for 90 days following the deadline date for submissions or.	

Signature of Authorized Individual

Typed Name of Authorized Individual

Date

Typed Title of Authorized Individual

FORM2
SUBMITTAL CHECKLIST AND TABLE OF
CONTENTS

The materials and Information listed on this checklist shall be submitted as part of the submittal. Failure to submit any of the requested materials or provide adequate explanation may eliminate the submittal from consideration.

Materials shall be Included in the submittal in the order Identified on the checklist. Identify the corresponding @q#numbers in the space provided.

Page No.	Form #	FORM TITLE
	Form 1	Submittal Cover/ Signature Sheet
	Form 2	Submittal Checklist and Table of Contents
	Form 3	Respondent's Qualification Statement (Including attached relevant experience list)
	Form 4	Town of Hollywood Park Substitute W-9
	Form 5	Conflict of Interest Questionnaire
	Form 6	Proposal Form
	Form 7	General Condition Detail
ITEMS TO BE SUBMITTED:		Labeled As
Proof of Insurance		Attachment 1
Bonding capacity and letter from Bonding company		Attachment 2
Resumes for the project team		Attachment 3
Proposed Self-Performed Work		Attachment 4
Preliminary list of anticipated subcontractors		Attachment 5
Examples of previous work		Attachment 6
Letters of Reference		Attachment 7

FORM3
RESPONDENT'S QUALIFICATION STATEMENT

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ --'Zip Code: _____

Telephone No. : _____ Fax No: — — — — —

— — — — List here, any other names under which Respondent has operated
within the last 10 years.

- 1.2 Business Structure: Check the one that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation If checked, check one ☐ For Profit ☐ Non Profit

Also check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

- 1.3 Ownership: Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

14 Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes" list authorizations/licenses

15 Where is the Respondent's corporate headquarters located? _____

16 Local Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a. and b. below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

17 County Operation: If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

Yes ___ No ___ If "Yes", respond to a. and b. below:

a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

18 History of the Firm: Provide a brief narrative on the history of the firm.

19 Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

- 1.10 Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes___ No___

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

- 1.11 Insurance & Payment & Performance Bonds: The successful Respondent shall deliver to the City, within the time specified in the proposal documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the Contract Documents.

2. EXPERIENCE

- 2.1 How many years has your current organization been doing business as a general contracting firm? ___ years.
- 2.2 How many years have you been doing general contracting work under previous business name(s)? ___ years.
- 2.3 Litigation Disclosure: Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any principal of your Firm or Project Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes___ No___

Have you or any principal of your Firm or Project Team been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes___ No___

Has your Firm been Involved In any claim or litigation with the City of Hollywood Park or any other Federal, State or Local Government, or Private Entity during the last five (5) years?

Yes___ No___

If you have answered "Yes" to any of the above questions, please Indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page and submitted with your bid/proposal as Attachment 2.5.

- 2.4 Firm's Availability: When can firm start work? ___ Is there any concurrent commitment

that would Impede progress on this project, I.e. other Jobs?

Yes___ No___ If yes, describe:

- 2.5 Complete and attach **RELEVANT EXPERIENCE LIST**. For each relevant project include project name, owner, scope, construction cost, completion date, owner representative (including contact Information) and, if possible, photographs of each project.
- 2.6 Equipment & Facilities: List any special equipment or facilities available to do the required work accurately and expeditiously.
- 2.7 Provide an organizational chart that includes the names and titles of the individuals on the project team. This will include those providing pre-construction services and those providing construction services. Those on the project team that will be stationed on site full-time shall also be identified. A full-time project manager and superintendent shall be required on site once construction commences.
- 2.8 Describe your past experience on projects delivered through the construction manager at risk method. Provide a detailed list of all preconstruction and construction services you will provide on this project.
- 2.9 Describe your plans to ensure owner involvement in the estimating and subcontractor selection process. CM at Risk delivery method allows the City and the project manager to be involved and present on bid opening, scoping sessions with each subcontractor, subcontract negotiations, and final subcontractor selection.
- 2.10 Describe your philosophy for maximizing Project value and quality for the City during both design and construction.

3. FINANCIAL

- 3.1 Financial Statement: Attach a financial statement, preferably audited, including your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named In this **RESPONDENT'S QUALIFICATION STATEMENT**, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.).

FORM 4
Internal Revenue Service Request for Taxpayer
Identification Number and Certification (Substitute
W-9 Form)

Please complete the following Information. We are required by Section 6109 of the Internal Revenue Code to obtain this Information when making reportable payments to you. You may be subject to a 31% withholding of future payments if this Information is not provided. Additionally, if you fail to provide this information, you may be assessed a \$50.00 penalty imposed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

1. Select your tax status as reported to the Internal Revenue Service (IRS).
☐ a. Individual ☐ c. Partnership
☐ b. Sole Proprietorship ☐ d. Corporation
2. Fill in your name(s) and/or business name and the complete mailing address as filed with the Internal Revenue Service.
Telephone Number: _____
Owner(s): _____
Business or Trade Name _____
Address: _____
City: _____ State: _____ Zip: _____
3. Provide your Tax identification Number (TIN) and/or Social Security Number (SSN) as filed with the IRS.

TIN																				
SSN																				

EXEMPTIONS: If exempt from 1099 reporting, please circle or check your qualifying exemption below, however we are required to have this form on file.

- ☐ 1. Corporation (payments for medical services are excluded)
- ☐ 2. Exempt from tax under section 501(a) of IRC (Including religious, charitable, & educational foundation)
- ☐ 3. The United States or any of its agencies or instrumentalities (Including any political subdivisions)
- ☐ 4. A real estate investment trust
- ☐ 5. A common trust fund operated by a bank under Section 584 (a)
- ☐ 6. A financial institution
- ☐ 7. Other

CERTIFICATION: I certify under penalty of perjury that the Tax Identification Number I have provided is correct.

Signature

Date

Printed Name

Title

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1) Name of person doing business with local governmental entity.		
2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.000(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.		
4) Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.		

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ	
For vendor or other person doing business with local governmental entity		Page 2	
5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only If the answer to A, B, or C is YES.)			
This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary			
A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? __Yes __No			
B. Is the filer of the questionnaire receiving or likely to receive taxable Income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? __Yes __No			
C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? __Yes __No			
D. Describe each affiliation or business relationship.			
6) Describe any other affiliation or business relationship that might cause a conflict of Interest.			
7)			
Signature of person doing business with the governmental entity		Date	

FORM 6
PROPOSAL FORM

OFFER

- A. Having examined the Place of The Work and all matters referred to in the Request for Proposal (RFP) and the Contract Documents prepared by DHR and Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. **PRE CONSTRUCTION FEE**

For all pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis the total cost for these services list the lump sum amount you will charge.

_____ and _____/100 DOLLARS
(\$ _____) If the amount is zero enter 00 do not enter "no bid"

2. **GENERAL CONDITIONS**

For all General Conditions Work, list your proposed cost as a stipulated sum. Refer to Form #6 required items to be included in the CM@R's General Conditions Work

_____ and _____/100 DOLLARS
(\$ _____)

3. **FEE**

For overhead and profit, list your proposed fee as a stipulated sum. _____ and _____/100 DOLLARS

(\$ _____)

- B. We have included the required security Bid Bond as required by the Instruction to Respondents.
- C. The Respondent hereby covenants and agrees that claims for additional compensation or extensions of time because of Respondent's failure to familiarize itself with the Contract Documents or any condition at the Project site that might affect the Work will not be allowed.
- D. The Respondent fully understands the intent and purpose of the Contract Documents and the conditions of proposal as set forth herein and in the Proposal Solicitation and the RFP.

ACCEPTANCE

- A. This offer shall be open to acceptance for ninety days from the bid closing date.
- B. If this proposal is accepted by the Town of Hollywood Park within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of acceptance of this bid in the form described in General Conditions.
 - 3. Commence work within ten (10) calendar days after Notice of Intent to Award (not Notice to Proceed).
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Town of Hollywood Park by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the RFP: unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

- A. If this Proposal is accepted, we will complete the Work within the time frame and schedule as stated below. Final schedule of work may be adjusted by City with input from Construction Manager @ Risk during Pre Construction period.
- B. Substantial Completion of the work indicated in specification above and attached sheets shall be completed as follows: (The Respondent to fill in calendar days).
- C. Liquidated damages shall be assessed for failure to complete work within the amount of time stated within the Respondent's Contractor Agreement.

SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid
- B. Endorse the Bid Bond in the name of the Town of Hollywood Park obligee, signed and sealed by the principal (Construction Manager @ Risk) and surety.
- C. The security deposit will be returned after delivery to the Town of Hollywood Park of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.

E. If no contract is awarded, all security deposits will be returned.

PERFORMANCE ASSURANCE

A. Accepted Respondent's: City is requesting that cost for providing a Performance and Payment bond as described in General Conditions (Form 7), be included.

INSURANCE

A. Provide an executed "Certificate of Insurance" on a standard form provided by the insurance company stating their intention to provide Insurance to the bidder In accordance with the Insurance requirements of the Contract Documents.

NOTES

- A. The Construction Manager at Risk will be provided with one hard copy and one CD of pricing, bidding and construction documents for his use in the GMP bidding and management of the project. Any other printing required will be the responsibility of the Construction Manager at Risk.
- B. Continual clean up of the project and the site will be the responsibility of the Construction Manager at Risk. He must monitor and enforce clean-up responsibilities on the appropriate subcontractors. A complete site and building clean up shall be accomplished each Friday leaving the site and building clean and orderly over the weekend.

FORM 7
GENERAL CONDITIONS DETAIL